

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the "Agreement") is made and entered into between **Ashley Rossiter** ("Ms. Rossiter") and the State of New Hampshire Department of Health and Human Services-DCYF ("the State" or "DCYF"), collectively referred to as "the Parties."

**WHEREAS**, Ms. Rossiter was employed by the State and left state service on October 4, 2016;

**WHEREAS**, Ms. Rossiter initiated litigation against the State on January 27, 2017 filing a complaint in Merrimack County Superior Court, and docketed as 217-2017-CV-00045 (hereinafter referred to as the "Litigation").

**WHEREAS**, the State Defendants dispute any liability or responsibility on its respective behalf, or on behalf of its respective employees and agents, relative to the claims raised in the Litigation;

**WHEREAS**, the Parties desire to compromise, settle, buy complete peace from, and terminate any and all known and unknown disputes, including but not limited to, any wrongful termination, harassment, discrimination or retaliation claims, or other claims, controversies, demands, actions, causes of action, and litigation as exist or could exist between them and against the State (Releasee) hereinafter named arising from or in any way related to Ms. Rossiter's employment and/or training with the State, and any damages, costs, expenses, and/or injuries that she sustained or may sustain as a result thereof, and in order to avoid the time and expense of further litigation; and

**WHEREAS**, the Parties have consulted with counsel concerning the Litigation and the provisions of this Agreement;

**NOW THEREFORE**, in consideration of the recitals stated above, which are hereby incorporated into this Agreement and made a part hereof, and in consideration of the mutual promises, covenants, agreements, representations and warranties contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties as follows:

1. Consideration. The State shall pay to The Law Offices of Martin and Hipple, PLLC and Ms. Rossiter and Ms. Rossiter agrees to accept in full accord and satisfaction of all claims now or ever had, the total sum of Two Hundred Seventy-Five Thousand Dollars (\$275,000), paid as follows:

(a) Alleged Compensatory Damages. A check made payable to Ashley Rossiter in the amount of One Hundred Seventy Four Thousand Six

Hundred Ninety Three and 26/100 (\$174,693.26), minus any payroll taxes, as alleged compensatory damages, with Seventy-Five Thousand Dollars (\$75,000) treated as pay Back-pay, for which 1099 Forms, and an IRS Form W-2 will be issued to Ms. Rossiter, again with all appropriate payroll taxes being removed from the wage portion of the settlement. Prior to issuance of this check, Ms. Rossiter shall provide the State with an executed Form W-4.

(b) Attorneys' Fees and Costs. A check made payable to Law Office of Martin and Hipple, PLLC in the amount of One Hundred Thousand Three Hundred Six and 74/100 (\$100,306.74) as attorneys' fees and costs, for which 1099 Forms will be issued to the law firm and to Ms. Rossiter. Prior to issuance of this check, The Law Offices of Martin and Hipple shall provide the State with an executed Form W-9 and the Tax Identification Number issued to the firm.

The above payments will be made no later than 14 days after this agreement has been fully signed and the state has received the following completed tax forms: W-9's from Ms. Rossiter and counsel; and a W-4 from Ms. Rossiter.

(c) Miscellaneous Relief. A meeting will be facilitated between Ms. Rossiter and DCYF Director Joseph Ribsam for the purposes of Ms. Rossiter articulating her concerns about DCYF operations. Additionally, a recommendation letter will be facilitated to be signed by Rossiter's former supervisor, Melinda Tupaj, consistent with the letter attached as Exhibit A. Said letter shall be delivered to Ms. Rossiter's Attorney no later than 14 days after the effective date of this Agreement. Besides providing the letter, if any inquiries are made regarding Ms. Rossiter's employment with the State, the State will only disclose her start and end dates. Finally, the State will cooperate in assisting that any liens be taken from the wage component.

2. Rossiter will return, under seal, all case specific documents pertaining to specific DCYF clients to undersigned counsel for the State. The documents will be returned within 7 days of the effective date of this Agreement, of the date Ms. Rossiter's Attorney receives the settlement checks, of the date upon which the meeting with Director Ribsam is set, or the date upon which the recommendation letter is received by Ms. Rossiter, whichever is later. Said documents will be clearly labelled "DO NOT DESTROY" and will be stored in the closed file at the Attorney General's office, until archivable, at which time they will be destroyed. State will acknowledge receipt of said documents in writing. Ms. Rossiter will certify that any electronic documents she possesses have been removed from any device and are no longer accessible on that device or through its back-up/storage. The State agrees not to prosecute Rossiter for possession of the documents, despite the confidentiality provisions of RSA 169-C:25 and RSA 170-G:8-a.

3. Dismissal with Prejudice Ms. Rossiter does hereby agree to the dismissal with prejudice of the above-mentioned action without further notice and any other causes of action arising out of the events contained in her complaint or any amendment thereto.

Ms. Rossiter's counsel shall not disburse settlement proceeds until such time as Ms. Rossiter has filed fully-executed Docket Markings, that state as follows: "No fees, no costs, judgment for neither party, no further action for the same cause."

The Parties expressly agree that the State shall have no obligation for payment of attorneys' fees or costs or any other payment not expressly set forth in this Agreement.

4. General Release by Ms. Rossiter. In consideration of the payment and miscellaneous relief to be made by the State as described herein and the mutual promises, covenants, agreements, and representations contained herein, Ms. Rossiter, on behalf of herself, her heirs, representatives, and assigns, knowingly and voluntarily fully releases and forever discharges the State and its successors, assigns, past, present and future officers, directors, employees, agents, purchasers, attorneys, insurers, and shareholders, subsidiaries, parent and sister corporations, affiliates, and insurers ("the Releasees") from all known and unknown claims, causes of action, suits, litigation, demand, and obligations of every kind, including claims for damages, wages, attorneys' fees and any other form of relief available at law or in equity, which she has or may have by means of any matter, cause, or thing whatsoever arising from the beginning of time to the Effective Date of this Agreement. Without limiting the generality of the foregoing, this release includes all matters arising out of or in connection with Ms. Rossiter's employment with the State from the beginning of time to the Effective Date of this Agreement, including, but not limited to discrimination, retaliation, or harassment in violation of both state and federal laws; wrongful termination, violation of New Hampshire's Whistleblower's Protection Act, retaliation, defamation, libel, unlawful discrimination, harassment, constructive discharge, breach of implied contract, intentional infliction of emotional distress, negligent infliction of emotional distress, any rights or claims alleging failure to pay wages pursuant to New Hampshire RSA 275 *et seq.* and/or any federal wage statutes, violation of procedural and substantive due process rights, negligent supervision or retention, invasion of privacy, assault, battery, conspiracy, unfair labor practices, violation of the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.*, RSA 354-A, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act and Americans with Disabilities Amendments Act, the Family and Medical Leave Act, the Whistleblower's Protection Act, 42 U.S.C. §1983, New Hampshire Workers' Compensation laws, Equal Pay Act, Employee Retirement Income Security Act ("ERISA"), American Recovery and Reinvestment Act ("ARRA") of 2009, Rehabilitation Act of 1973, Older Workers Benefit Protection Act of 1990, 42 U.S.C. 1981, Occupational Safety and Health Act, National Labor Relations Act, Genetic Information Nondiscrimination Act, and any and all claims that may be asserted under state or federal statute or common law. Without limiting the generality of the foregoing, Ms. Rossiter expressly releases and waives any and all claims set forth or which could

have been set forth in the Litigation. Ms. Rossiter expressly acknowledges and assumes all risk, chance, or hazard that any injuries and/or damages resulting from her employment with the State may become permanent, progressing, greater, or more extensive than is known, anticipated, or expected.

5. Indemnity with Respect to Tax Treatment. Should the characterization of the payments set forth in Paragraph 1 be found to be improper or unwarranted by the Internal Revenue Service or other taxing authority with the result that the State is held obligated to pay taxes, additional taxes, penalties, or interest which should have been deducted from the gross amount of such payments, or if the Internal Revenue Service or other taxing authority otherwise finds the payment to be taxable or subject to tax, Ms. Rossiter agrees to fully indemnify the State for all employee portions of such taxes, penalties, or interest actually paid by it and any attorneys' fees or other costs incurred by the State related thereto; and further agrees that she will not assert, file, or make any claims against the State for any portions of such taxes, penalties, or interest she may be compelled to pay and the costs, including attorneys' fees, which she may have to pay in connection with any disputes between her and the Internal Revenue Service or other taxing authority.

6. No Admission. The Parties agree that any consideration given or paid with respect to this Agreement is in compromise of disputed claims and that the giving or payment of consideration in exchange for the general release of claims is not, and will not be construed as, an admission of liability or wrongdoing on the part of the State, which denies any liability or wrongdoing as to each and every claim which has been or which may have been asserted against it.

7. Confidential Information. Ms. Rossiter agrees not to disclose to any person or entity any confidential, proprietary or trade secret information on or about any of the Released Parties to which she may have had access to or gained during the course of her employment. To the extent such disclosure is made, Ms. Rossiter understands that she may be prosecuted pursuant to RSA 170-G:8-a, subject to any provision as stated above.

8. Breach of Agreement. The Parties acknowledge and agree that any Party found to have breached this Agreement may be held liable for damages, reasonable attorneys' fees, and expenses resulting from any such breach and also for equitable relief as may be awarded by the court.

The Parties affirm that this Agreement may not be used as evidence in any subsequent proceeding of any kind except one in which one of the Parties alleges a breach of this Agreement or one in which any of the Parties elects to use the Agreement as a defense to any claim.

9. Consultation with Counsel. In executing this Agreement, the Parties acknowledge that they have been advised to consult with counsel, and that they have executed this Agreement knowingly, voluntarily and without undue influence or duress. The Parties expressly consent to each and every term and provision of this Agreement.

10. Integration Clause: Amendment, Governing Law. This Agreement contains the complete, final, and exclusive embodiment of the entire understanding between the Parties. This Agreement is entered into without reliance on any promise, representation, agreement or understanding, oral or written, between and among the Parties relating to the subject matter of this Agreement, other than those expressly contained herein. No amendment of this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto subsequent to the Effective Date of this Agreement. This Agreement shall be enforced in accordance with the laws of the State of New Hampshire, and the Parties agree that any litigation to enforce the provisions of this Agreement will take place in New Hampshire. In the event of litigation regarding this Agreement, the Parties expressly submit to the jurisdiction of the federal and state courts located in New Hampshire.

11. Costs and Fees. Except as specifically set forth herein, the Parties will bear their own costs, expenses and attorneys' fees, whether taxable or otherwise, incurred in or arising out of or in any way related to the matters released herein.

12. Construction. The Parties acknowledge that they each had an equal opportunity to control the language in this Agreement, and that this Agreement was mutually drafted. The Parties agree that in no event shall this Agreement be presumptively construed against any Party.

13. Severability. If any portion of this Agreement is void or deemed unenforceable for any reason, the remaining portions shall survive and remain in effect, with any necessary modification to become a part hereof and treated as though contained in this original Agreement.

14. Countersignatures. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same instrument.

15. Effective Date: This Agreement is effective as of the day the last party executes this Agreement.

**PLEASE READ CAREFULLY, THIS AGREEMENT INCLUDES  
A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

WITNESS:

Alfa Jackson

Date: July 19, 2018

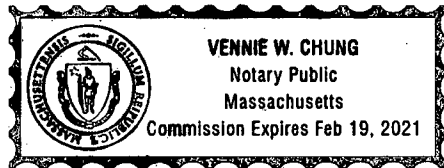
Ashley Rossiter

Ashley Rossiter

Date: July 19, 2018

State of New Hampshire  
Hillsborough, ss.

Personally appeared, before me, Ashley Rossiter and acknowledged that she signed the foregoing document this 19<sup>th</sup> day of July, 2018, for the purposes contained therein.



Vennie W. Chung  
Notary Public/Justice of the Peace

My Commission Expires: Feb 19, 2021

State of New Hampshire  
Department of Health and Human  
Services- DCYF

By: The Office of the Attorney  
General  
pursuant to RSA 99-D:2

Dated: July \_\_, 2018

By: \_\_\_\_\_  
*Duly Authorized*